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Attorneys for WestLB, AG

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:)	
)	
EASY STREET HOLDING, LLC, <i>et al.</i>,	)	Bankruptcy Case No. 09-29905
	)	Jointly Administered with Cases
Debtors.	)	09-29907 and 09-29908
)	
Address: 201 Heber Avenue	)	Chapter 11
Park City, UT 84060)	
)	
Tax ID Numbers:	)	[ELECTRONICALLY FILED]
35-2183713 (Easy Street Holding, LLC),)	
20-4502979 (Easy Street Partners, LLC), and)	
84-1685764 (Easy Street Mezzanine, LLC))	
)	

**OBJECTION TO WRONA LAW FIRM, P.C. AND
RESERVATION OF RIGHTS OF WESTLB, AG TO
SECOND INTERIM FEE APPLICATIONS OF PROFESSIONALS**

WestLB, AG, a secured creditor in the above-captioned case and as agent under a Senior Loan Agreement (“WestLB”),¹ by and through its counsel, hereby makes this reservation of rights (this “Reservation of Rights”) to Wrona Law Firm, P.C., (“Wrona”), Jones Waldo Holbrook & McDonough, PC, (“Jones Waldo”) Crowell & Moring LLP (“C&M”), Appraisal

¹ Any capitalized terms not defined herein shall have the definitions set forth in the Loan Documents.

Group, Inc. (“AGI”), Corbin B. Gordon, P.C. (“Gordon”), and Durham Jones & Pinegar (“DJP”, collectively with Wrona, Waldo, C&M, AGI and Gordon, the “Professionals ”) second application for interim compensation and reimbursement for the period of January 1, 2010 through April 30, 2010 (“Second Interim Period Request”). WestLB hereby joins Gateway Center, LLC (“Gateway”) in its objections to Wrona’s Second Interim Period Request on the grounds that Wrona is not disinterested on a matter in which it has been representing the estate.

In support hereof, WestLB represents as follows:

1. On December 15, 2009, this Court entered an Order Approving Motion and Establishing Monthly Fee and Expense Reimbursement Procedures (“Fee Order”) [Docket No. 217] approving the motion filed by Easy Street Partners, LLC (“Partners”), Easy Street Mezzanine, LLC (“Mezzanine”), and Easy Street Holding, LLC (“Holding”, collectively with Partners and Mezzanine, the “Debtor” or “Debtors”).

2. Pursuant to the Fee Order, this Court approved monthly interim compensation and reimbursement of persons or entities currently retained or who may be retained in the future by the Debtors or the Official Committee of Unsecured Creditors (the “Committee”), except for the co-manager BDRC 4Site, LLC and its former consultant, Gemstone Hotels and Resorts, LLC, who are paid monthly outside the procedures approved by the Fee Order. Further to the Fee Order, the Professionals were required to file an Interim Fee Application seeking compensation for any preceding 120-day period. At the conclusion of the Debtor’s cases, the Professionals shall file an appropriate application seeking final allowance of all fees and costs. Further, the Second Interim Period Requests are subject to final review at time of final allowance.

3. On April 23, 2010 and May 24, 2010 Gateway filed objections to Wrona’s Fifth Professional Fee Request for the Period from March 1, 2010 to March 30, 2010 (“Wrona Fifth

Fee App") [Docket No. 424] and Wrona's Sixth Professional Fee Request for the Period from April 1, 2010 to April 30, 2010 ("Wrona Sixth Fee App") [Docket No. 479], ("Gateway's Wrona Objections") [Docket Nos. 453 and 512] based on Wrona's representation of William Shoaf ("Shoaf") and CloudNine Resorts, LLC ("CloudNine") in a state court matter for Shoaf and CloudNine's lease obligations and personal guaranty to Gateway ("State Court Lawsuit").

Several time entries in Wrona Fifth Fee App and Wrona Sixth Fee App relate to representation of Shoaf and CloudNine in the State Court Lawsuit matters. A copy of Gateway's Wrona Objections are attached hereto as Exhibit A.

4. Further, WestLB reserves the right to object to any portion of the Professionals' Second Interim Period Request in connection with the final allowance of fees and such reservation of the right to object shall not be construed as a waiver of such right.

WHEREFORE, for the reasons stated herein, WestLB objects to the payment of Wrona's Second Interim Period Request and reserve its right to object to any portion of the Professionals' Second Interim Period Request.

DATED this 21st day of June, 2010.

DORSEY & WHITNEY LLP

/s/ Benjamin J. Kotter
Annette W. Jarvis
Peggy Hunt
Benjamin J. Kotter

and

Richard W. Havel
SIDLEY & AUSTIN LLP

Attorneys for WestLB, AG

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of June, 2010, a true and correct copy of the foregoing was filed electronically with the Bankruptcy Court to be served via the Court's ECF/CM system upon the following:

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- Kim R. Wilson bankruptcy_krw@scmlaw.com

Additionally, I also hereby certify that on the 21st day of June, 2010, true and correct copies of the foregoing were also served via First Class U.S. Mails postage prepaid upon the following:

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/s/ Benjamin J. Kotter

EXHIBIT A

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Attorneys for Gateway Center, LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

In Re:	)	Bankruptcy Case No. 09-29905
	)	Jointly Administered with Cases 09-29907
	)	and 09-29908
EASY STREET HOLDING, LLC, <i>et al.</i>	)	Chapter 11
Debtors.	)	Honorable R. Kimball Mosier
	)	GATEWAY CENTER, LLC'S
	)	OBJECTION TO WRONA LAW
	)	FIRM'S FIFTH FEE APPLICATION
)	

Gateway Center, LLC ("Gateway"), through its attorneys Fabian & Clendenin, pursuant to the *Order Approving Motion and Establishing Monthly Fee and Expense Reimbursement Procedures* dated December 15, 2009 [Dkt. 271], objects to the *Wrona Law Firm's Fifth Professional Fee Request for the Period from March 1, 2010 to March 31, 2010* [Dkt. 424] (the "Fifth Wrona Fee Application") as follows:

1. Debtors Easy Street Partners, LLC, Easy Street Mezzanine, LLC, and Easy Street Holding, LLC (collectively, the “**Debtors**”) are debtors-in-possession in the above-entitled jointly administered Chapter 11 cases.

2. On October 19, 2009, the Debtors filed an application [Dkt. 102] to employ the Wrona Law Offices, LLC (“**Wrona**”) as special counsel.

3. The application requested that the Debtors be authorized to employ Wrona as special counsel to provide a very broad scope of services:

The specific services which may be provided by Wrona Law Offices are:

- a. Advising the Debtors on litigation, bankruptcy and financing matters, including the negotiation and structure of debtor-in-possession financing;
- b. Representing the Debtors in connection with this proceeding, including adversarial actions within this proceeding; and
- c. Representing and advising Debtors with regard to issues related to the complex relationships within Debtor’s [sic] organization, and between Debtor [sic] and its [sic] fractional interest unit owners.

Application [Dkt. 102], at ¶ 12.

4. The Declaration of Joseph E. Wrona [Dkt. 103] filed in support of the application to employ the Wrona Law Offices stated that Wrona has provided legal representation to Cloud Nine Resorts Management, LLC, but affirmatively states that Wrona “does not currently represent any party in interest in any matter related to the Debtor.” *Id.* at ¶¶ 4 & 4.a.

5. The Court granted the Debtors’ application to employ Wrona by Order dated December 15, 2009. [Dkt. No. 218].

6. In January 2009, Debtor Easy Street Partners, LLC (“**Partners**”) agreed to assume the interest in and obligations of Cloudnine Resorts, LLC (“**Cloudnine**”) as lessee under lease (“**Lease**”) of real property located in Park City, Utah, that Cloudnine was leasing from Gateway.

7. Cloudnine as the original lessee was not released from liability under the Lease when Partners agreed to assume it. Cloudnine is an affiliate of Partners, and is controlled by Partners’ principal and managing member, William Shoaf (“**Shoaf**”).

8. Shoaf executed a personal guaranty of the obligations of Cloudnine and Partners under the Lease in which Shoaf obligated himself to Gateway in his individual capacity.

9. On March 11, 2010, Gateway filed a lawsuit against Cloudnine and Shoaf in Third District Court for Summit County, Utah, seeking damages for their obligations under the Lease and personal guaranty, respectively, *Gateway Center, LLC v. Cloudnine Resorts, LLC and William Shoaf*, Civil No. 100500193 (the “**State Court Lawsuit**”).

10. Wrona represents Cloudnine and Shoaf in the State Court Lawsuit. On April 13, 2010, Wrona, acting as counsel for defendants Cloudnine and Shoaf, executed a *Stipulation to Extend Time for Defendants to Respond to the Complaint* (“**State Court Stipulation**”). A copy of the State Court Stipulation is attached hereto as **Exhibit “A.”**

11. On April 12, 2010, Wrona filed the Fifth Wrona Fee Application for the period March 1, 2010 through March 31, 2010. The detailed time entries attached to application include several entries in which Wrona is reviewing the complaint in the State Court Lawsuit with Shoaf or is analyzing the Gateway matter. See time entries dated March 15, March 24, and March 29, 2010.

12. Wrona's representation of Shoaf and Cloudnine in the State Court Lawsuit regarding the Lease with Gateway constitutes the representation of an interest adverse to the estate with respect to which Wrona has been employed within the meaning of 11 U.S.C. § 327(e).

13. Gateway objects to the Fifth Wrona Fee Application on the grounds that Wrona is not disinterested with respect to a matter on which he is employed.

WHEREFORE, Gateway prays for entry of an Order:

A. Denying the Fifth Wrona Fee Application in its entirety on the grounds that Wrona is not disinterested on a matter on which he has been representing the estate; and

B. For such other and further relief as the Court deems just and equitable.

DATED this 23rd day of April, 2010.

/s/ Douglas J. Payne

Douglas J. Payne

Robert G. Crockett

FABIAN & CLENDENIN

A Professional Corporation

Attorneys for Gateway Center, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on this 23rd day of April, 2010, via ECF Notification, on the following:

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United States Trustee	USTPRegion19.SK.ECF@usdoj.gov
Kim R. Wilson	bankruptcy_krw@scmlaw.com

I further certify that a true and accurate copy of the foregoing was served on this 23rd day of April, 2010, via first-class mail, facsimile, and e-mail on the following:

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I further certify that a true and accurate copy of the foregoing was served on this 23rd day of April, 2010, via first-class mail, on the following:

Easy Street Partners, LLC
4780 Winchester Court
Park City, UT 84098

/s/ Douglas J. Payne

ND: 4815-7019-8790, v. 1

EXHIBIT “A”

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IN THE THIRD JUDICIAL DISTRICT COURT
SUMMIT COUNTY, STATE OF UTAH

GATEWAY CENTER, LLC, a Utah limited liability company,

Plaintiff,

v.

CLOUDNINE RESORTS, LLC, a Utah limited liability company; WILLIAM SHOAF, an individual,

Defendants.

STIPULATION TO EXTEND TIME FOR DEFENDANTS TO RESPOND TO THE COMPLAINT

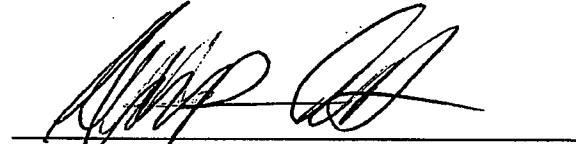
Civil No. 100500193

Judge Bruce Lubeck

Robert G. Crockett, counsel for Plaintiff Gateway Center, LLC, and Joseph E. Wrona, counsel for Defendants Cloudnine Resorts, LLC and William Shoaf (collectively "Defendants") hereby stipulate that Defendants' time to respond to Plaintiff's Complaint is extended until seven (7) calendar days following the receipt of written notice from the Plaintiff to Defendants stating the need to respond.

The parties further stipulate that Defendants will give Plaintiff seven (7) days written notice prior to filing an answer or other response to the Complaint if Plaintiff has not yet required a response.

DATED this 9th day of April, 2010.



Robert G. Crockett
Diane H. Banks
FABIAN & CLENDENIN,
a Professional Corporation
Attorneys for Plaintiff

DATED this 13th day of April, 2010.


Joseph E. Wrona
WRONA LAW FIRM
Attorneys for Defendants

4827-5842-3813, v. 1

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of April, 2010, I caused the foregoing **STIPULATION TO EXTEND TIME FOR DEFENDANTS TO RESPOND TO THE COMPLAINT** to be served via United States Mail, first class postage pre-paid, a true and correct copy to:

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Diane H. Banks
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Attorneys for Gateway Center, LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

)
In Re:) Bankruptcy Case No. 09-29905
) Jointly Administered with Cases 09-29907
) and 09-29908
EASY STREET HOLDING, LLC, *et al.*) Chapter 11
)
Debtors.) Honorable R. Kimball Mosier
)
) **GATEWAY CENTER, LLC'S
OBJECTION TO WRONA LAW
FIRM'S SIXTH FEE APPLICATION**
)
)

Gateway Center, LLC ("Gateway"), through its attorneys Fabian & Clendenin, pursuant to the *Order Approving Motion and Establishing Monthly Fee and Expense Reimbursement Procedures* dated December 15, 2009 [Dkt. 271], objects to the *Wrona Law Firm's Sixth Professional Fee Request for the Period from April 1, 2010 to April 30, 2010* [Dkt. 479] (the "Sixth Wrona Fee Application") as follows:

1. Debtors Easy Street Partners, LLC, Easy Street Mezzanine, LLC, and Easy Street Holding, LLC (collectively, the “**Debtors**”) are debtors-in-possession in the above-entitled jointly administered Chapter 11 cases.

2. On October 19, 2009, the Debtors filed an application [Dkt. 102] to employ the Wrona Law Offices, LLC (“**Wrona**”) as special counsel.

3. The application requested that the Debtors be authorized to employ Wrona as special counsel to provide a very broad scope of services:

The specific services which may be provided by Wrona Law Offices are:

- a. Advising the Debtors on litigation, bankruptcy and financing matters, including the negotiation and structure of debtor-in-possession financing;
- b. Representing the Debtors in connection with this proceeding, including adversarial actions within this proceeding; and
- c. Representing and advising Debtors with regard to issues related to the complex relationships within Debtor’s [sic] organization, and between Debtor [sic] and its [sic] fractional interest unit owners.

Application [Dkt. 102], at ¶ 12.

4. The Court granted the Debtors’ application to employ Wrona as special counsel with respect to a broad scope of matters by Order dated December 15, 2009. [Dkt. No. 218].

5. In January 2009, Debtor Easy Street Partners, LLC (“**Partners**”) agreed to assume the interest in and obligations of Cloud Nine Resorts, LLC (“**Cloud Nine**”) as lessee under lease (“**Lease**”) of real property located in Park City, Utah, that Cloud Nine was leasing from Gateway.

6. Cloud Nine as the original lessee was not released from liability under the Lease when Partners agreed to assume it. Cloud Nine is an affiliate of Partners, and is controlled by Partners' principal and managing member, William Shoaf ("Shoaf").

7. Shoaf executed a personal guaranty of the obligations of Cloud Nine and Partners under the Lease in which Shoaf obligated himself to Gateway in his individual capacity.

8. On March 11, 2010, Gateway filed a lawsuit against Cloud Nine and Shoaf in Third District Court for Summit County, Utah, seeking damages for their obligations under the Lease and personal guaranty, respectively, *Gateway Center, LLC v. Cloud Nine Resorts, LLC and William Shoaf*, Civil No. 100500193 (the "State Court Lawsuit"). Neither Partners nor either of the other debtors in the above-entitled jointly administered bankruptcy is a party to the State Court Lawsuit.

9. After Gateway served Cloud Nine and Shoaf with a summons and complaint, Wrona telephoned Rob Crockett, one of Gateway's attorneys, and indicated he would be representing Cloud Nine and Shoaf in the State Court Lawsuit.

10. A few days after receiving the call in which Mr. Wrona indicated he would be representing Cloud Nine and Shoaf, Mr. Crockett suggested to Mr. Wrona that the parties to the State Court Lawsuit stipulate to an extension of time for the defendants to file an answer because of the possibility that the then-pending objection to Gateway's claim in Partners' bankruptcy might resolve certain issues relating to the Lease. Mr. Wrona agreed.

11. On April 13, 2010, Wrona, acting as counsel for defendants Cloud Nine and Shoaf, executed a *Stipulation to Extend Time for Defendants to Respond to the Complaint*

(“State Court Stipulation”) and filed it with the Third District Court for Summit County, Utah.

A copy of the State Court Stipulation is attached hereto as **Exhibit “A.”**

12. On May 13, 2010, Wrona filed the Sixth Wrona Fee Application for the period April 1, 2010 through April 30, 2010. The detailed time entries attached to application include several entries in which Wrona provided legal services to the Debtors regarding the State Court Lawsuit or the Gateway Lease. *See* time entries dated April 6 and April 20, 2010.

13. Similarly, a number of time entries in Wrona’s immediately prior fee application similarly reflected that Wrona has represented the Debtors in connection with the State Court Lawsuit or the Lease. *See* time entries dated March 15, March 24, and March 29 in Fifth Wrona Fee Application [Dkt No. 424].

14. Wrona’s representation of Shoaf and Cloud Nine in the State Court Lawsuit regarding the Lease with Gateway constitutes the representation of an interest adverse to the estate with respect to which Wrona has been employed within the meaning of 11 U.S.C. § 327(e).

15. In addition, a number of entries in the Sixth Wrona Fee Application, totaling 1.1 hours, are for services that appear to have been provided exclusively to Cloud Nine and Shoaf in the State Court Lawsuit. *See, e.g.,* time entries dated April 8 (0.6 hours), April 12 (0.3 hours), and April 13, 2010 (0.2 hours).

16. Hence, Wrona not only represented interests adverse to the estate, but is impermissibly requesting that the estate pay for services provided to insiders, namely Cloud Nine and Shoaf.

WHEREFORE, Gateway prays for entry of an Order:

A. Denying the Sixth Wrona Fee Application in its entirety on the grounds that

Wrona is not disinterested on a matter on which he has been representing the estate;

B. In the event the Court does not deny the Sixth Wrong Fee Application in its entirety, the Court should, at the very least, deny compensation for services provided for insiders Cloud Nine and Shoaf; and

C. For such other and further relief as the Court deems just and equitable.

DATED this 24th day of May, 2010.

/s/ Douglas J. Payne

Douglas J. Payne

Robert G. Crockett

FABIAN & CLENDENIN

A Professional Corporation

Attorneys for Gateway Center, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on this 24th day of May, 2010, via ECF Notification, on the following:

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United States Trustee	USTPRegion19.SK.ECF@usdoj.gov
Kim R. Wilson	bankruptcy_krw@scmlaw.com

I further certify that a true and accurate copy of the foregoing was served on this 24th day of May, 2010, via first-class mail on the following:

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Park City, UT 84060

Easy Street Partners, LLC
4780 Winchester Court
Park City, UT 84098

/s/ Douglas J. Payne _____

ND: 4836-3106-1510, v. 1

EXHIBIT “A”

Robert G. Crockett (A12067)
Diane H. Banks (A4966)
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a Professional Corporation
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IN THE THIRD JUDICIAL DISTRICT COURT

SUMMIT COUNTY, STATE OF UTAH

GATEWAY CENTER, LLC, a Utah limited liability company,

Plaintiff,

v.

CLOUDNINE RESORTS, LLC, a Utah limited liability company; WILLIAM SHOAF, an individual,

Defendants.

STIPULATION TO EXTEND TIME FOR DEFENDANTS TO RESPOND TO THE COMPLAINT

Civil No. 100500193

Judge Bruce Lubeck

Robert G. Crockett, counsel for Plaintiff Gateway Center, LLC, and Joseph E. Wrona, counsel for Defendants Cloudnine Resorts, LLC and William Shoaf (collectively "Defendants") hereby stipulate that Defendants' time to respond to Plaintiff's Complaint is extended until seven (7) calendar days following the receipt of written notice from the Plaintiff to Defendants stating the need to respond.

The parties further stipulate that Defendants will give Plaintiff seven (7) days written notice prior to filing an answer or other response to the Complaint if Plaintiff has not yet required a response.

DATED this 9th day of April, 2010.



Robert G. Crockett
Diane H. Banks
FABIAN & CLENDENIN,
a Professional Corporation
Attorneys for Plaintiff

DATED this 13th day of April, 2010.


Joseph E. Wrona
WRONA LAW FIRM
Attorneys for Defendants

4827-5842-3813, v. 1

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of April, 2010, I caused the foregoing **STIPULATION TO EXTEND TIME FOR DEFENDANTS TO RESPOND TO THE COMPLAINT** to be served via United States Mail, first class postage pre-paid, a true and correct copy to:

Robert G. Crockett
Diane H. Banks
FABIAN & CLENDENIN
215 South State Street, Suite 1200
Salt Lake City, Utah 84111-2323

Tracey Ware